



Bernard Bidco Limited (the “**Original Borrower**”)
Ropemaker Place
28 Ropemaker Street
London
EC2Y 9HD

19 June 2019

Dear Sirs,

FACILITY AGREEMENT DATED ON OR ABOUT THE DATE OF THIS LETTER – AGENT AND SECURITY AGENT FEE LETTER

1. INTRODUCTION

- (a) We refer to the facilities agreement dated on or about the date of this letter and entered into between, among others, the Original Borrower, Bernard Parentco Limited as the Parent, Lucid Agency Services Limited as the Agent and Lucid Trustee Services Limited as the Security Agent (the “**Facility Agreement**”).
- (b) This letter is a Fee Letter as referred to in Clause 16.2 (*Agency Fee*) and Clause 16.3 (*Security Agent Fee*) of the Facility Agreement.
- (c) Terms defined in the Facility Agreement have the same meaning in this Fee Letter unless given a different meaning in this Fee Letter.

2. ANNUAL AGENCY FEE

- (a) The Original Borrower shall (or shall procure that another Obligor shall) pay to the Agent for its own account a fee of GBP 14,000 per annum (the “**Agency Fee**”).
- (b) The Agency Fee shall be due and payable annually in advance with the first payment being due on the Initial Utilisation Date and each subsequent payment being due and payable on each anniversary of the Initial Utilisation Date (each such date being an “**Anniversary Date**”) for so long as 1) a Facility remains outstanding, or 2) any Lender has any Commitment outstanding.



3. ANNUAL SECURITY AGENT FEE

- (a) The Original Borrower shall (or shall procure that another Obligor shall) pay to the Security Agent for its own account a fee of GBP 6,000 per annum (the "**Security Agent Fee**", and together with the Agency Fee, the "**Fees**").
- (b) The Security Agent Fee shall be due and payable annually in advance with the first payment being due on the Initial Utilisation Date and each subsequent payment being due and payable on each Anniversary Date for so long as 1) a Facility remains outstanding, or 2) any Lender has any Commitment outstanding, or 3) any Transaction Security Documents remain in force.

4. PAYMENT OF FEES

- (a) Without limiting your obligation to pay the Fees, by countersigning this Fee Letter you:
 - (i) authorise the Agent to deduct from the proceeds of the initial Utilisation amounts in respect of the Fees due on the Initial Utilisation Date; and
 - (ii) agree that each Agency Fee and Security Agent Fee falling due after the Initial Utilisation Date shall be payable by you to the Agent and the Security Agent respectively into such account as we may notify to you in writing from time to time.
- (b) The Fees shall not be refundable in whole or in part except that the Fees shall not be payable if the Closing Date does not occur.
- (c) All other fees, costs, expenses, default interest and amounts due to the Agent and/ or the Security Agent pursuant to the provisions of any Finance Document will be payable to the Agent and/or the Security Agent for its own account.
- (d) All amounts payable under this Fee Letter are exclusive of any VAT. If VAT is chargeable, you shall pay to us the amount of the VAT (the "VAT Amount") at the same time as making the relevant fee payment and the authorisation to withhold amounts from the proceeds of the initial Utilisation shall apply equally to the VAT Amount.
- (e) All payments under this Fee Letter are to be made in immediately available, freely transferable, cleared funds, without set-off, withholding or deduction in accordance with the terms of the Facility Agreement.

5. MISCELLANEOUS

- (a) This Fee Letter is designated as a Finance Document.

Lucid Agency Services Limited

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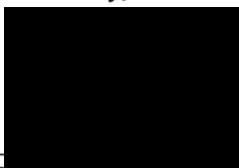


CONFIDENTIAL

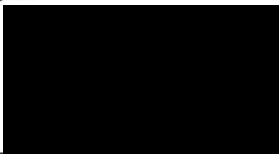
- (b) This Fee Letter may be executed in any number of counterparts and all those counterparts taken together shall be deemed to constitute one and the same Fee Letter. Delivery of a counterpart of this Fee Letter by e-mail attachment or telecopy shall be an effective mode of delivery.
- (c) A person who is not a party to this Fee Letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Fee Letter.
- (d) This Fee Letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law. The provisions of Clause 45.1 (*Jurisdiction of English Courts*) of the Facility Agreement shall apply to this Fee Letter as if set out in full in this Fee Letter.

Please confirm your agreement to the above by signing and returning the enclosed copy of this letter.

Yours faithfully,



Paul Barton
Director
For and on behalf of
Lucid Agency Services Limited
as Agent



Paul Barton
Director
For and on behalf of
Lucid Trustee Services Limited
as Security Agent

Lucid Agency Services Limited
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Tel: +44 20 7704 0945 • Fax: +44 844 507 0035
Email: info@lucid-is.com
Website: www.lucid-ats.com



CONFIDENTIAL

We acknowledge and agree the terms set out above

SIGNED by Bernard Bidco Limited
acting by two directors or by two authorised signatories:

~~Director~~ Authorised Signatory

Signature:

Sarah Malloch
Legal Counsel/Attorney

Name:

~~Director~~ Auth

Signature:

Mona He

Name:

Legal Counsel/Attorney

*asa duly authorised attorney
for Bernard Bidco Ltd under a
power of attorney dated 19 June
2019*

Lucid Agency Services Limited

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